

Request for Proposals Part A^{*}



King County

Department Of Executive Services
Finance And Business Operations Division
Procurement And Contract Services Section
206-684-1681 Tty Relay: 711

Advertised Date: **September 30, 2004**

RFP Title: **Software Escrow Services**
RFP Number: **04-036 AC**
Due Date: **October 21, 2004- 2:00 P.M. Pacific Daylight Time**
Buyer: Allen Cantara, <mailto:allen.cantara@metrokc.gov>, 206-263-5246

This Contract will be funded in part by the Federal Transit Administration (FTA). Neither FTA nor the Federal Government is party to any sub-agreement nor to any solicitation or requests for proposals.

Pre-proposal Conference:

No pre-proposal conference will be held.

Proposals are hereby solicited and will **ONLY** be received by:

King County Procurement Services Section
Exchange Building, 8th Floor
M/S EXC-ES-0871
821 Second Avenue
Seattle, WA 98104-1598

Office Hours: 8:00 a.m. - 5:00 p.m.
Monday - Friday

Note: This RFP consists of Two Parts:

*** Part A – Instructions and Information about the RFP Process**

Part B – The Contract ERG and the Agencies intend to enter with the selected Proposer.

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

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ENCLOSURE:

[Proposal Submittal Label](#)

DEFINITION OF WORDS AND TERMS APPLICABLE ONLY TO PART A OF THE RFP

Words and terms applicable to the Contract are defined in Part B

Words and terms shall be given their ordinary and usual meanings. Where used in the Contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Addendum/Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the solicitation documents issued by the County during the Proposal period and prior to contract award.

The Agencies: The term to be used when referring to one or more of the participating public transportation agencies.

Best and Final Offer: Best and Final Offer shall consist of the Proposer's revised proposal and any supplemental information requested during the evaluation of Proposals. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last govern.

Competitive Range: The Competitive Range consists of the Proposers that have a reasonable chance of selection for contract award. The Proposal Evaluators (PE) shall conduct the initial evaluation of the proposals considering price and Evaluation Factors established in the RFP. The Buyer and Project Manager/PE together shall compare the evaluations and determine the Competitive Range. The Competitive Range may be reduced after the evaluation of additional information, Best and Final Offers and negotiations.

Contract Administrator: The individual designated by The Agencies to manage the project on a daily basis and who represents ERG and The Agencies for Contract administration. This Contract may be part of a larger County project.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with ERG and The Agencies for the performance of Services or Work under the Contract. Also known as the "Escrow Agent."

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFP that ERG and The Agencies shall examine to determine the Proposers understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the Proposer; potential for successfully accomplishing the Contract; risk allocation and the probable cost to ERG and The Agencies.

Day: All day durations are to be calculated in calendar days, unless specifically noted otherwise.

Escrow Agent: The firm selected by the Agencies to provide escrow services as required under the RFC Contract.

Escrow Premises: The location where Escrowed Items are stored by the Escrow Agent.

ERG: ERG Transit Systems (USA), Inc., is the vendor contracted by the agencies to provide the Regional Fare Coordination System under the RFC contract with Smart Card technology software.

Proposal Evaluators (PE): Team of ERG and Agency staff appointed by ERG and The Agencies to evaluate the proposals, conduct discussions, call for Best and Final Offers, score the proposals and make recommendations.

Proposer: Individual, association, partnership, firm, company, corporation or a combination thereof, including joint ventures, submitting a proposal to perform the Work.

RFP: Request for Proposals. Also known as the solicitation document.

Reference Documents: Reports, Specifications, and drawings that are available to Proposers for information and reference in preparing proposals but not as part of this Contract.

Regional Fare Coordination System (RFCS): All systems, equipment and work to be provided to the Agencies under the RFC Contract.

Verification: Any services performed by the Escrow Agent regarding the Escrowed Items for the purpose of verifying their accuracy, completeness, sufficiency and/or quality.

SECTION 1 - PROPOSAL PREPARATION

1-1 **Introduction**

An Escrow Agent is to be selected to provide intellectual property escrow services for ERG Transit Systems (USA), Inc. and six transit agencies (King County Metro, Kitsap Transit, City of Everett, Pierce Transit, Community Transit, and Sound Transit) and the Washington State Ferries, the Agencies, as part of the Central Puget Sound Regional Fare Coordination Project. All Agencies and ERG will be parties to the Escrow Services Contract, the Escrow Agreement. The escrowed items will be retained in the Escrow agents facility located in either Washington or California.

The purpose of the Central Puget Sound Regional Fare Coordination Project is to design and implement a coordinated, regional fare collection system. The partner Agencies provide public transportation services within their service areas and as part of such services, collect fares from riders.

The Regional Fare Coordination System (RFCS) will employ smart card technology for collection of all prepaid transit and ferry fares in King, Pierce, Kitsap, and Snohomish Counties. It will allow customers of public transportation to easily transfer between the various systems and modes of transportation and provide the participating agencies with the opportunity to increase their operating efficiencies and expand their market opportunities. The RFCS will be comprised of a regional revenue clearinghouse and the fare collection hardware and software required to serve the common needs of all participating agencies (regional system).

The RFCS Contract establishes the respective roles and responsibilities of the RFCS Vendor, ERG Transit Systems (USA), Inc., and the Agencies, and the functional and performance measures to be achieved by the RFCS Vendor, in the development, implementation, operation and maintenance of the Regional Fare Coordination System. A short term agreement was executed by the Agencies to provide escrow services pending completion of this RFP process and contract award. Upon contract award ERG will provide the Escrow Agent materials to for the initial deposit.

1-2 **Proposal Submission**

Proposals shall contain all required attachments and information, be sealed and submitted to the County (hereinafter "County"), Procurement and Contract Services Section, Mailstop EXC-FI-0871, Eighth Floor, Exchange Building, 821 Second Avenue, Seattle, Washington 98104-1598 no later than October 21, 2004 at 2 PM Pacific Daylight Time on proposal submittal date.

Proposals shall only be accepted from a Contractor or a joint venture submitting a single proposal.

Note: This RFP is available on the Web at <http://www.metrokc.gov/finance/procurement> and by choosing the "RFPs, RFQs, ITBs" menu tab, then click the "New" menu tab, then click on "goods & Services", and look for RFP 04-036. Persons who copy the document from the Internet shall inform Allen Cantara that they have received the document. If they fail to inform Allen Cantara they shall not be notified of Addenda as issued. All Addenda shall be referenced in the Contractor Registration Form (Attachment A).

1-3 **Proposal Signature**

Each proposal shall include a completed Contractor Registration Form, Attachment A signed by an authorized representative of the Proposer.

1-4 **Addenda**

Each 'Contractor Registration Form', Attachment A, shall include acknowledgment of receipt and review of all Addenda issued during the proposal period.

At any time, if the County changes, deletes, revises, clarifies, increases, or otherwise modifies the RFP, the County shall issue a written Addendum to the RFP.

In considering which firms to notify by Addendum, the County shall consider the stage in the procurement process at which the change occurs and the magnitude of the change, as follows:

If proposals are not yet due, the Addendum shall be sent to all firms that have received the RFP or acknowledged receipt of the RFP from the web site. (See Part A, Subsection 1-2 for location of Addenda on King County Web.)

If the time for receipt of proposals has passed, the Addendum shall be sent only to Proposers with proposals submitted on time to the County.

If the proposals have been evaluated, only those proposals determined to be within the competitive range shall receive an Addendum.

The County reserves the right to extend the proposal submission period or may cancel the original RFP and may issue a new one, regardless of the stage of the procurement process. The new solicitation shall be issued to all firms originally solicited and to any firms added to the Proposers list.

1-5 Interpretation of Proposal and Contract Documents

No oral interpretations as to the meaning of the RFP shall be made to any Proposer. Requests for a written interpretation shall be made in writing and delivered, faxed or e-mailed to the Buyer at the County's Procurement Services Division at the location indicated in Part A, Subsection 1-7 at least ten (10) days before the date established for submitting proposals.

Any interpretation deemed necessary by ERG and The Agencies shall be in the form of an addendum to the RFP and when issued shall be delivered as promptly as is practicable to all parties to whom the RFP has been issued. Addenda will be processed in accordance with Part A, Subsection 1-4.

1-6 Schedule

- Day/Month/Year Event
- 9/30/04 Public announcement of Request for Proposals
- 10/11/04 Last questions due, in writing, Part A, Subsection 1-5
- 10/21/04 Proposals due Part A, Subsection 1-2

PROPOSALS NOT WITHIN THE COMPETITIVE RANGE SHALL BE ELIMINATED FROM THE SELECTION PROCESS.

1-7 Inquiries

Inquiries concerning the procurement process shall be directed to Allen Cantara at e-mail address: allen.cantara@metrokc.gov or at phone number (206) 684-263-5246 or FAX number (206) 684-1470 or in writing to the King County Procurement & Contract Services Section, Eighth floor, Exchange Building, Mailstop EXC-FI-0871, 821 Second Avenue, Seattle, WA 98104-1598.

COMMUNICATIONS CONCERNING THIS RFP, WITH OTHER THAN THE LISTED BUYER, MAY CAUSE THE PROPOSER TO BE DISQUALIFIED.

1-8 Examination of Proposal and Contract Documents

- A. The submission of a proposal shall constitute an acknowledgment upon which ERG and The Agencies may rely that the Proposer has thoroughly examined and is familiar with the RFP, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods and services to be Provided hereunder.
- B. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances or resolutions shall in no way relieve the Proposer from any obligations with respect to its proposal or to any Contract awarded pursuant to this RFP. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances or resolutions.

1-9 Cost of Proposals

ERG and The Agencies are not liable for any costs incurred by Proposers in the preparation, presentation, testing or negotiation of proposals submitted in response to this RFP.

1-10 Modification or Withdrawal of Proposals Prior to Proposal Due Date

At any time before the time and date set for submittal of proposals, a Proposer may request to withdraw or modify its proposal. Such a request shall be in writing signed by an authorized representative of Proposer as identified in Attachment A, Contractor Registration Form. All proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original proposal.

1-11 Error and Administrative Corrections

ERG and The Agencies shall not be responsible for any errors in proposals. Proposers shall only be allowed to alter proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by ERG and The Agencies.

ERG and The Agencies reserves the rights to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

1-12 Compliance with RFP Terms, Attachments and Addenda

ERG and The Agencies intend to award a Contract based on the terms, conditions, attachments and addenda contained in this RFP. Proposers shall submit proposals, which respond to the requirements of the RFP.

Proposers are strongly advised to not take exceptions to the terms, conditions, attachments and addenda; exceptions may result in rejection of the proposal. Proposers shall submit proposals, which respond to the requirements of the RFP. An exception is not a response to a proposal requirement. If an exception is taken, a 'Notice of Exception' must be submitted with the proposal. The 'Notice of Exception' must identify the specific point or points of exception and provide an alternative. (For submittal information see PART A Subsection 1-15 following).

ERG and The Agencies reserve the right to reject any proposal for any reason including, but not limited to, the following:

- Any proposal, which is: a) incomplete, b) obscure, c) irregular or d) lacking necessary detail and specificity;
- Any proposal that has any a) qualification, b) limitation, c) exception or d) provision attached to the proposal;

- Any proposal from Proposers who (in the sole judgment of ERG and The Agencies) lack the a) qualifications or b) responsibility necessary to perform the Work;
- Any proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or California or local government agencies;
- Any proposal, from Proposers who are not approved as being compliant with the requirements for equal employment opportunity; and
- Any proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County.

ERG and The Agencies may, at its sole discretion, determine that a proposal with a 'Notice of Exception' merits evaluation. A proposal with a 'Notice of Exception' not immediately rejected may be evaluated, but its competitive scoring shall be reduced to reflect the importance of the exception. Evaluation and negotiation shall only continue with the Proposer if ERG and The Agencies determines that the proposal continues to be advantageous to ERG and The Agencies.

In consideration for ERG and The Agencies' review and evaluation of its proposal, the Proposer waives and releases any claims against ERG and The Agencies arising from any rejection of any or all proposals, including any claim for costs incurred by Proposers in the preparation and presentation of proposals submitted in response to this RFP.

Proposals shall address all requirements identified in this RFP.

1-13 Proposal Content Requirements

The proposal shall contain the following items and follow the exact sequence outlined below:

Proposals shall respond to the RFP questions listed in Section 3.

Attachments:

[Cover](#)

[Attachment A - Contractor Registration Form.](#)

[Attachment B - Price Proposal](#)

Submit Ten (10) copies of the proposal and attachments. One original [marked ORIGINAL] shall be unbound to facilitate reproduction. In addition, Proposers are required to e-mail a zipped copy of the proposal to the Buyer no later than 7 days after the proposals have been opened.

1-14 Forms Required before Contract Signing

The following completed forms will be required from the selected contractor, prior to contract award, they are available at www.metrokc.gov/finance/procurement/forms.asp

[Attachment C](#) - Equal Benefit Worksheet and Declaration Form
http://www.metrokc.gov/finance/procurement/documents/U_042_EB_Worksheet_Declaration.doc

[Attachment D](#) - Personnel Inventory Report – Complete, sign and submit.
http://www.metrokc.gov/finance/procurement/documents/IBIS_Attachments/ATTACHMENTD_Personnel_Inventory.doc

[Attachment E](#) - Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity – Complete, sign and submit.
http://www.metrokc.gov/finance/procurement/documents/IBIS_Attachments/ATTACHMENTE_CertificateOfCompliance.doc

- [Attachment I](#) - Certificate of Lobbying Activities – Complete, sign and submit.
http://www.metrokc.gov/finance/procurement/documents/IBIS_Attachments/ATTACHMENTI_CertificateLobbyingActivities.doc
- [Attachment J](#) - Disclosure Form to Report Lobbying and Instruction - Complete as appropriate, sign and submit.
http://www.metrokc.gov/finance/procurement/documents/IBIS_Attachments/ATTACHMENTJ_DisclosureForm_ReportLobbying.doc
- [Attachment N](#) - 504/ADA Assurance of Compliance – Complete and submit.
http://www.metrokc.gov/finance/procurement/documents/U_027_504_ADA_Compliance.doc

Insurance and Endorsement Form.

1-15 Collusion

If ERG and The Agencies determines that collusion has occurred among Proposers, none of the proposals from the participants in such collusion shall be considered. ERG and The Agencies' determination shall be final.

1-16 Proposal Price and Effective Date

The proposal price shall include everything necessary for the prosecution and completion of Work under the Contract including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be Provided otherwise in this RFP. Proposed Prices shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes shall not be included in the proposal price. The Agencies shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State or California as applicable. The Agencies are exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Proposal price.

In the event of a discrepancy between the unit price and the extended amount for a proposal item, the County reserves the right to clarify the Proposal.

The proposal shall remain in effect for **120** Days after the proposal due date.

1-17 Procedure When Only One Proposal Is Received

If the County receives a single responsive, responsible and advantageous proposal, ERG and The Agencies shall have the right, in its sole discretion, to extend the proposal due date to conduct any or all of the following with the Proposer: price analysis, clarifications, discussions or negotiations. The Proposer shall promptly Provide all pricing data, documentation and explanation requested by ERG and The Agencies to assist in such analysis. By conducting such analysis, ERG and The Agencies shall not be obligated to accept the single proposal; ERG and The Agencies reserve the right to reject such proposal or any portion thereof.

1-18 Protest Procedures

A. Form of Protest:

In order to be considered, a protest shall be in writing, addressed to the Manager of the King County Procurement and Contract Services Section of the Department of Executive Services, and include:

1. The name, address, and phone number of the Proposer protesting, or the authorized representative of the Proposer;
2. The proposal RFP Number and title under which the protest is submitted;
3. A detailed description of the specific grounds for protest and any supporting documentation. It is the responsibility of the protesting Proposer to supplement its protest with any subsequently discovered documents prior to the Manager's decision; and
4. The specific ruling or relief requested.

B. Who May Protest:

1. Protests prior to proposal due date based on Scope of Work or other terms in the RFP document -- any prospective Proposer.
2. Protests following Proposal due date -- any Proposer submitting a proposal on time.

C. Time to Protest.

Protests based on Scope of Work or other terms in the RFP document shall be received by the County no later than ten (10) Days prior to the date established for submittal of proposals. The County shall receive protests based on other circumstances within five (5) Days after the protesting Proposer knows or should have known of the facts and circumstances upon which the protest is based. In no event shall a protest be considered if all proposals are rejected or after award of the Contract.

D. Determination of Protest.

Upon receipt of a timely written protest, the Procurement Manager of King County shall investigate the protest and shall respond in writing to the protest prior to the award of Contract. Except as provided below, the decision of the Procurement Manager shall be final.

E. Reconsideration of Manager's Decision.

A financially interested Proposer or Contractor may request that a Manager's adverse decision be reviewed by the Director of the King County Finance and Business Operations Division ("Director") on a reconsideration basis only. The only justifications for reconsideration are (1) new data, relevant to the underlying grounds for protest and unavailable at the time of the protest to the Manager; or (2) the Manager made an error of law or regulation. The following procedures shall be followed for a reconsideration of the Manager's decision:

1. Form of Request for Reconsideration. In order to be considered, a Request for Reconsideration shall be filed with the Director in writing and include:
 - a. Name, address, and telephone number of the Person protesting or their authorized representative;
 - b. A copy of the written decision of the Manager; and
 - c. Justification for a reconsideration by the Director, including all pertinent facts and law on which the Proposer is relying.
2. Time for Filing Request for Reconsideration. The financially interested Proposer shall file the Request for Reconsideration no later than five calendar Days of receiving the Procurement Manager's decision.
3. Review of Manager's Decision. Upon receipt of a Request for Reconsideration, The Director or his/her designee shall review (1) the information submitted to and reviewed by

the Manager and (2) the decision of the Manager, and shall thereafter issue a final determination regarding the Request for Reconsideration. No other information shall be reviewed unless the basis for the request for reconsideration is new data.

F. Failure To Comply:

Failure to comply with the procedures set forth herein may render a protest untimely or inadequate and may result in rejection thereof by the County.

1-19 FTA Protest Procedures

- A. Contractors are hereby notified that if this Contract is funded in whole or in part by the Federal Department of Transportation, the Federal Transit Administration (FTA) may entertain a protest that alleges that the County failed to have or follow written protest procedures. Proposers shall file a protest with the FTA not later than 5 working Days after the County renders a final decision or 5 working Days after the Contractor knows or has reason to know that the County has failed to render a final decision. The protesting party shall notify the County if it has filed a protest with the FTA. After 5 Days, the County shall confirm with FTA that FTA has not received a protest. Protests to the FTA shall be filed in accordance with FTA Circular 4220.1E (as periodically Updated).
- B. The County shall not award a Contract for seven (7) Days following its decision on a Proposal protest, or while a protest to the FTA is pending, unless the County determines that: (1) the items to be procured are urgently required; or (2) delivery of performance shall be unduly delayed by failure to make the award promptly; or (3) failure to make prompt award shall otherwise cause undue harm to the County or the Federal Government.

1-20 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your proposal. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-296-5268.

1-21 Compliance With Section 504 Of The Rehabilitation Act Of 1973

For all contracts providing consulting, maintenance, training or other services, the Proposer shall complete a Disability Self-Evaluation Questionnaire, Attachment N. The 504/ADA Disability Assurance of Compliance will cover all programs and services offered (including any services not subject to this Contract) for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Proposer shall complete a 504/ADA Disability Assurance of Compliance within ten (10) Days after receiving written notice of selection. The Proposer shall retain a copy of the completed 504/ADA and submit to the Buyer the original final two (2) signed pages titled "504/ADA Disability Assurance of Compliance", which will be attached to the Contract.

SECTION 2 - PROPOSAL EVALUATION AND CONTRACT AWARD

2-1 General

Proposals shall be evaluated and ranked by the Proposal Evaluators (PEs) on the basis of the criteria established in this RFP. The PEs shall evaluate the proposals submitted in response to the RFP, conduct fact finding, discussions/negotiations, request Best and Final Offers and determine which proposal is the most advantageous to ERG and The Agencies for Contract award. The PE's recommendation is subject to review and approval.

2-2 Proposal Evaluation

- A. The PEs shall evaluate each proposal using the criteria set forth in this RFP. If deemed necessary by the PEs, written and/or oral discussions, site visits or any other type of clarification of proposal information may be conducted with those Proposers whose proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and suspected mistakes may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and suspected mistakes as requested by the PEs and to make the cost, pricing or technical revisions required by the resulting changes. In addition, ERG and The Agencies may request additional business and administrative information.
- B. The PEs may find that a Proposer appears fully qualified to perform the Contract or it may require additional information or actions from a Proposer. In the event the PEs determine that the proposal is not within the Competitive Range the PEs shall eliminate the proposal from further consideration.
- C. Upon completion of discussions, the PEs may issue to all remaining potentially acceptable Proposers a request for Best and Final Offers. The request shall include notice that discussions are concluded, an invitation to submit a revised proposal with a Best and Final Offer, and a new submittal date and time.
- D. ERG and The Agencies reserves the right to make a Contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in ERG and The Agencies best interests.

2-3 Evaluation of Responsiveness and Responsibility

Part of the evaluation process involves a determination of responsiveness and responsibility. The County may request that the Proposer provide additional information, explanation and Documentation to be used in the determination. The requests for information may occur at any point in the evaluation process. The additional information shall normally be in the following subject areas:

A. Responsiveness

ERG and The Agencies shall consider all the material submitted by the Proposer to determine whether the Proposer's offering is in compliance with the terms and conditions set forth in this RFP.

B. Responsibility

- 1. ERG and The Agencies shall consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer is capable of and has a history of successfully completing contracts of this type. This may include requiring the Proposer to provide references from customers who have been provided the same or equivalent goods or services. References shall include the names and addresses of the parties to whom such goods or services were provided and the name and phone number of contact persons with such parties.
- 2. The following elements shall be given consideration by ERG and The Agencies in determining whether a Proposer is responsible:
 - a. The ability, capacity and skill of the Proposer to perform the Contract or provide the service required;

- b. The character, integrity, reputation, judgment and efficiency of the Proposer;
- c. Whether the Proposer has the financial resources and experience to perform the Contract properly and within the specified time frames;
- d. The quality and timeliness of performance by the Proposer on previous contracts with ERG and The Agencies and with other third parties, including, but, not limited to, the relative costs, burdens, time and effort necessarily expended by ERG and The Agencies and such governments and agencies in securing satisfactory performance and resolving claims;
- e. The previous and existing compliance by the Proposer with laws relating to public contracts or Services, including, but not limited to, Disadvantaged Business Enterprise (DBE) and equal employment opportunity requirements;
- f. The history of the Proposer in filing claims and litigation on prior projects involving ERG and The Agencies or third parties; and
- g. Such other information having a bearing on the decision to award the Contract.

C. Financial Resources

Submit proof of adequate financial resources which would be available to the Proposer for the prosecution and completion of the Work as required. Refusal to provide such information when requested shall cause the proposal to be rejected.

When requested, the required financial information shall include:

- a. Audited financial statements such as balance sheets, statements of income, statements of cash flow and stockholders' equity for each of the three (3) most recently completed fiscal years, including notes to financial statements, independent accountants' reports and annual reports to stockholders;
- b. Documentation of an open line of credit or other arrangement with an established bank under which adequate financing would be available for prosecution and completion of the Work called for hereunder;
- c. Certification by the principal financial officer of or an independent accountant for the Proposer, stating that the Proposer has adequate financial resources for the prosecution and completion of the Work called for hereunder; and
- d. The names, addresses and telephone numbers of at least one (1) contact in the company's principal financial or banking organization and its independent auditor.
- e. Acceptable evidence of its ability to perform, such as firm commitments by Subcontractors, equipment, supplies and facilities, and the Proposer's ability to obtain the necessary personnel.

2-4 Evaluation Criteria

- A. The PE shall score each proposal on the completeness and adequacy of the Proposer's responses and on additional available relevant information. The criteria, listed in PART A, Subsection 2.5 below are weighted in accordance with the points available in their category and are the basis for evaluation of proposals.
- B. Although all elements of a proposal are important, certain aspects of the proposal may be more heavily considered than others. ERG and The Agencies are not required to select the proposal with the lowest cost. ERG and The Agencies shall select the proposal(s) that, in ERG and The Agencies' sole discretion, is/are the most advantageous to ERG and The Agencies, all factors considered.
- C. The evaluation of proposals may also include criteria addressed elsewhere in the RFP.

2-5 Proposal Scoring

Each proposal has a total possible score of 100 points with the points assigned as follows:

Evaluation Criteria		
Proposal Questions	Evaluation Criteria (see Section 3 for additional information)	Points
Subsection 2.5.1 Vendor Profile	<ul style="list-style-type: none"> • Executive Summary • Experience – Qualifications • References • Financial Data 	40
Subsection 2.5.2 Scope of Work	<ul style="list-style-type: none"> • Response to scope of work • Proposed methodology and schedule • Explanation of ERG and Agencies' resource requirements • Experience with government and private sector contracts 	40
Subsection 2.5.3 Pricing	<ul style="list-style-type: none"> • Support and justification of pricing scheme • Fixed price quote for individual line items, for the deposit, storage, and release of escrowed items • Fixed price quote for individual line items, for the optional verification services 	20
Total Points Available – Written Evaluation		100

Should ERG and the Agencies send out requests for clarifications, conduct interviews or call for Best and Final Offers, the scoring will be adjusted to reflect the new information.

2-6 Competitive Range

The evaluation of Proposers' proposals and additional information may result in successive reductions of the number of proposals that remain in the Competitive Range. If applicable to the procurement, the firms remaining in the Competitive Range may be invited to continue in the proposal evaluation process, and negotiations.

2-7 Negotiations

ERG and The Agencies may enter negotiations with one or more Proposers to finalize Contract terms and conditions. Negotiation of a Contract shall be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations shall be to reach agreement on all provisions of the proposed Contract. In the event negotiations are not successful, ERG and The Agencies may reject proposals.

2-8 Contract Award

Contract award, if any, shall be made by ERG and The Agencies to the responsible Proposer whose proposal best meets the requirements of the RFP, and is most advantageous to ERG and The Agencies, taking into consideration price and the other established evaluation factors. ERG and The Agencies are not required to award a Contract to the Proposer offering the lowest price. ERG and The Agencies shall have no obligations until a Contract is signed between the Proposer and ERG and The Agencies. ERG and The Agencies reserve the right to award one or more contracts as it determines to be in its best interest.

2-9 Insurance Requirements

The Proposer to whom ERG and The Agencies award a Contract pursuant to this RFP shall file with The County evidence of insurance from insurer(s) satisfactory to the County certifying to the coverages of insurance set forth in this RFP. Such evidence of insurance shall be submitted within ten (10) Days of receipt of a written request from the County.

Failure by the Proposer to submit satisfactory evidence of insurance shall result in rejection of the proposal.

2-10 Public Disclosure of Proposals

This procurement is subject to the Washington State Public Disclosure Act, RCW 42.17.250 *et seq.* Proposals submitted under this RFP shall be considered public documents unless the documents are exempt under the public disclosure laws. After the selection process has been concluded and a contract has been signed by both parties, proposals shall be available for inspection and copying by the public

If a Proposer considers any portion of its proposal to be protected under the law, the Proposer shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If ERG and The Agencies determine that the material is not exempt from public disclosure law, ERG and The Agencies shall notify the Proposer of the request and allow the Proposer fifteen (15) Days to take whatever action it deems necessary to protect its interests. If the Proposer does not take such action within said period, ERG and The Agencies shall release the portions of the proposal deemed subject to disclosure. By submitting a proposal, the Proposer assents to the procedure outlined in this subsection and shall have no claim against ERG and The Agencies on account of actions taken under such procedure.

SECTION 3 - PROPOSAL QUESTIONS

3-1 General

- A. This section contains the proposal questions to be addressed by Proposers. Proposals shall address the questions in the order presented identifying the proposal questions by number. Proposals need to be specific, detailed and straightforward using clear, concise, and easily understood English language.
- B. Proposers answering the proposal questions shall examine the entire Request for Proposal document including the instructions, terms and conditions, Scope of Work and applicable standards and regulations. Failure to do so shall be at the Proposers risk.
- C. PART A, Subsection 2-5, Proposal Scoring, sets forth the weighted maximum scoring points system that will be used for evaluating the proposals. Along with other proposal contents indicated in PART A, Section 1-13 A, the Proposer's responses to this Section 3 are intended to provide the Proposal Evaluators with the information needed to judge the worthiness of each proposal. The Proposal Evaluators will assign points to each proposal section based on the guidelines of Section 2 and the information provided in this Section 3.

3-2 Vendor Profile

- A. Executive Summary
The Executive Summary should summarize why the proposal meets ERG and Agencies requirements as stated. This should be a high level overview touching upon all aspects of the Proposer's solution to meet the requirements and intent of this RFP.
- B. Experience/Qualifications
The response should provide information regarding items #1 through 3 for each of the following service levels: 1) software deposit, 2) software deposit and compilation, and 3) software deposit, compilation, execution and testing.
 1. Document Proposer's relevant experience to include the number of years in providing intellectual property escrow services.
 2. Document Proposer's capability and experience providing the appropriate security and privacy for the Escrowed Items to include description of the legal resources available to Proposer.
 3. Provide information regarding the number of clients, length of time servicing clients, company sizes, and the number of escrow releases performed and quantity of data storage for comparable services.
- C. References
Provide names of at least two (2) clients for whom Proposer has provided comparable services within the last two years, which can be contacted as a reference. If private sector firms prohibit divulging of their names due to non-disclosure agreement, provide as much information as possible.
Provide the following information for each reference:
 - Name of organization:
 - Physical address:
 - Contact name, phone number, e-mail address:
 - Description of services provided:
 - Period service was performed:
 - Quantity of data involved:
 - Size of organization:
 - Names and contact information of any subcontractors that are also proposed to perform work under this RFP

D. Financial Data

This section must provide a brief overview of the Proposer's company, and any partners or subcontractors proposed in this RFP, including discussions of:

1. Describe how the Proposer is financially stable and is capable of remaining a viable source for this provision of escrow services for the term of this Contract.
2. Provide the name, address, and telephone number of legal entity with which Contract is to be written.
3. Provide the name, address and telephone numbers of principal officers (President, Vice-President, Treasurer, Chairperson of the Board of Directors, and other executive officers.)
4. Describe the legal status of the Proposer.

Proposer must also include information describing the current financial condition. Include the latest annual report or last three (3) years of bank statements and Dun and Bradstreet classification number. The Agencies and ERG need to verify that the proposer has the financial capability to provide the service now and that it will continue to be a viable firm able to perform the work into the foreseeable future.

3-3 Scope of Work

Respond to this RFP by proposing a Scope of Work that will best achieve the specifications set forth in Part B. The proposed approach must meet ERG and the Agencies' escrow requirements and include the specific activities that the Proposer believes will meet the requirements most cost effectively. The approaches should be explained fully and any benefits of the approach should also be clearly and concisely stated.

The proposal must address at least the following:

1. Describe the security scheme that will be used to protect the Escrowed Items and ensure privacy, confidentiality, security, and fraud prevention to include identification of standards used and description of internal quality assurance program.
2. Describe any exceptions taken to the terms and scope of work,
3. Identify any legal (domestic and international) issues with the specifications of this RFP.
4. Describe any conflicts of interest as defined in Part B, Exhibit 2, Subsection 1-6 of this RFP with any one of the Agencies or ERG Transit Systems.
5. Describe any services performed by the Proposer for any one of the Agencies or ERG in the last 5 years and the time period in which such services were performed.
6. Initial Setups.
 - a. Describe the setups required to initiate service. Identify clearly what the Agencies and ERG must put in place, including equipment, staff or other resources.
 - b. Describe, in detail, the procedures and communication process to transfer currently Escrowed Items to Escrow Agent.
7. Identify one time, monthly, quarterly, annual and any other fees associated with meeting the service requirements.
8. Describe the materials deposit delivery methods available to Depositor to include description of security controls of materials if electronic deposit services are offered.
9. Describe the procedures and communication process following receipt of Escrowed Items from ERG.
10. Describe the procedures for notifying ERG and the Agencies in event of exceptions, inconsistencies, or discrepancies with a deposit.
11. State the physical location where deposited escrow materials will be held and identify the owner/operator of such Escrow Premises.

12. Describe the procedures and communication process for receipt and storage of Escrowed Items.
13. Describe the physical attributes of the Escrow Premises and containers to be used for deposited Escrowed Items.
14. Describe the procedures and communication process for release of Escrowed Items.
15. Describe procedures necessary to carry out Optional Verification Services and the communication process for reporting the results.
16. Identify procedures and communication process necessary to exercise the Agencies' rights in the Escrow Agreement.
17. Propose communication procedures with ERG and the Agencies for emergency situations.
18. Identify the Team Proposed to provide the escrow services and each team member experience, including specific resumes, availability commitment for the specific resources to be assigned to this project, and each Team member work location.
19. Describe the milestones, deliverables and time line associated with the proposed scope of work and provide samples of required reports.
20. Identify and explain your requirements for ERG and Agencies' staff resources and commitments necessary for the contractor to provide services, including those itemized in Part B, Attachment B, Price Proposal. Specifically indicate level of effort, resource types, and skill/knowledge requirements and assumptions. Also identify any documents or information needed from Agencies or ERG to be able to perform this engagement.
21. Minimum Qualifications:
22. The proposals must document how the Proposer will meet or exceed the following capabilities:
23. Have two (2) years of experience providing software escrow services. It is desirable that the experience includes providing software escrow services where one or more parties are doing business outside the United States.
 - a. Deposited Escrowed Items will be stored at a location within the either the State of Washington or California.
 - b. Present cost of providing escrow services in Part B, Attachment B Price Proposal.
 - c. Have capability to ensure secure and private data protection.
24. Experience.
Explain Proposer's experience working with government and private sector organizations on similar type contracts. As appropriate, include specific examples of similar services provided.

3-4 Pricing

1. Support and justify the proposed pricing scheme.
2. In addition to the Price Proposal in Part B, Attachment B alternate pricing schemes may be considered if a cost savings may be achieved or is determined to be in the best interest of ERG and the Agencies.
3. The following guidelines shall apply to pricing:
 - a. Pricing for all services shall be expressed in U.S. Dollars as a fixed price quote for the proposal.
 - b. Pricing for each of the work components identified in the Escrow Agreement (Contract Part B) and as outlined in Part B, Attachment B, Price Proposal will be provided as individual pricing for each event.
 - c. In addition to the fixed price quote for a service, travel and per diem expenses shall be reimbursed for one (1) Escrow Agent personnel for trips approved by the RFCS Contract Administrator associated with the delivery of services under this contract. Costs shall be billed per occurrence as

outlined in Part B, Subsection 2-7, Direct Costs Related to Work. Any additional travel expenses shall not be reimbursed. All other costs incurred, including labor, to provide the services requested shall be included in the Price Proposal fixed price quote.

3-5 Compliance With Technical Specifications

It is important that each Proposer pay careful attention to Part A Section 3 and Part B (with Addenda updates). These sections outline the basic services to be provided by the Contractor. The Proposal should be complete and respond to all aspects of these sections . Any exceptions shall be explained on a separate sheet attached to the Proposal, referencing the RFP section and subsection and paragraph.

ATTACHMENT B – PRICE PROPOSAL

The undersigned Proposer hereby agrees to provide the Escrow Services in accordance with the Specifications and Addenda issued under the above RFP.

Estimated Frequency of Services

The information provided below represents the currently estimated service needs throughout the 5-year contract term. The Agencies will not be limited, restricted or bound by these quantities, nor shall The Agencies be obligated to purchase any services contained in this Contract. The Contract Administrator will inform the Escrow Agent when services are required. The dates and frequencies of services are based upon the current RFC Contract schedule and may be revised.

- A. Account Set Up: Within one month of contract award
- B. Material Deposits:
 - 1. Contract start-up
 - 2. February 2005 Design Acceptance
 - 3. July 2005 Beta Test Readiness
 - 4. September 2005 Beta Test Acceptance
 - 5. May 2006 Equipment Installation
 - 6. Every six months from January 2007 (or date of Full System Acceptance) to January 2017 (or 10 years after Full System Acceptance)
- C. Account History Report: Every six months from Contract award to January 2017
- D. Optional Verification Services – Compilation (includes Deposit):
 - 1. January 2007 Final System Acceptance
 - 2. Every year from January 2008 to January 2017
- E. Optional Verification Service – Compilation, Execution and Testing (includes Deposit): Once every 3 years January 2018 to January 2017
- F. Release of Escrowed Items: Occurs at Agencies' request or when contract terminates
- G. Account Closeout: Occurs when Escrowed Items have been released to Agencies or the Escrow Agreement is terminated.

The table below estimates service needs on an annual basis:

ATTACHMENT B, PRICE PROPOSAL, PAGE 2

Year	2004	2005	2006	2007	2008-2017
Project Phase	Implementation	Implementation	Implementation	Implementation	Revenue Service
Account Set up	One-time post contract award				
Account History Report	Every six months	Every six months	Every six months	Every six months	Every six months
Escrow Materials Deposit	Initial transfer from Interim Escrow Trustee post contract award	February 2005- Design Acceptance July 2005- Beta Test Readiness September 2005- Beta Test Acceptance	May 2006- Equipment Installation	Every six months	Every six months
Compilation (includes Deposit)				January 2007- Full System Acceptance	Once in 2008,2009, 2011,2012, 2014,2015, & 2017
Compilation, Execution and Testing (includes Deposit)					Every three years in 2010, 2013,& 2016
Release of Escrowed Items					Occurs at CA Request or contract termination
Account Closeout					Per contract

ATTACHMENT B, PRICE PROPOSAL, PAGE 3

Item	Task	Price per Event (Fixed Fee) * Year 1	Price per Event (Fixed Fee) * Year 2	Price per Event (Fixed Fee) * Year 3	Price per Event (Fixed Fee) * Year 4	Price per Event (Fixed Fee) * Year 5
1	Initial Set-Up (One-time charge which initial deposit of materials from ERG)					
2	Annual Fee (Provide annual storage service at Escrow Premises) Identify US Escrow Premises Location (City, State): _____					

DEPOSIT OF ESCROWED ITEMS (Section 3.0 of Escrow Agreement)

3	Deposit of Escrowed Items at US Escrow Premises					
4	Provide Account History Report every 6 months					

OPTIONAL VERIFICATION SERVICES (Section 4.0 of Escrow Agreement)

Optional Verification Services at ERG in Perth, Australia (includes all time and travel costs)						
5	Software compilation at test bed site at ERG in Perth, Australia (includes Escrow Deposit at US Escrow Premises)					
6	Software compilation, execution and testing at ERG in Perth, Australia (includes Escrow Deposit at US Escrow Premises)					
Optional Verification Service at Other Location within United States:						
7	Software compilation at Escrow Agent location (includes Escrow Deposit at Contractor US Escrow Premises) Contractor Location (City, State): _____					
8	Software compilation, execution and testing at Escrow Agent location (includes Escrow Deposit at US Escrow Premises) Contractor Location (City, State): _____					
9	Release Of Escrowed Items To The Agencies (Section 6.0 of Escrow Agreement)					
10	Account Close-Out Fee (To terminate Escrow Services)					

* Fixed fees shall include all costs associated with provision of a service to include all time required to perform the service and all equipment and other costs. Should the RFCS Contract Administrator request services be provided at a location other than the Escrow Premises or ERG location in Perth, Australia, travel costs for one staff member may be reimbursed.

PROPOSAL LABEL

Complete the form below (or reasonable facsimile) and affix to the exterior lower left hand corner of the submission envelope(s), box(es), etc.

U R G E N T – SEALED PROPOSAL ENCLOSED Do Not Delay – Deliver Immediately	
U R G E N T	<div> King County</div> <div>King County Procurement & Contract Services Section Exchange Building, 8th Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598</div>
	Proposal Number: 04-036 AC
	Proposal Title: Software Escrow Services
	Opening Date: October 21, 2004- 2:00 P.M
	Firm Name:
U R G E N T	